

Amended Restrictive Covenants Page 1 of 6
 Russell Shirts Washington County Recorder
 01/21/2014 03:54:05 PM Fee \$21.00 By
 SOUTHERN UTAH TITLE

WHEN RECORDED, RETURN TO:

Walter J. Plumb IV
 90 South 400 West, Suite 360
 Salt Lake City, Utah 84101
 Tax Parcels: I-SB-19-E, I-SB-19-K, & I-SB-19-G

**FIRST AMENDMENT
 TO
 DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PROTECTIVE
 COVENANTS OF PALISADES AT SNOW CANYON**

This First Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon ("First Amendment") is executed pursuant to the provisions of the Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon, as described in Recital A hereof, by GARDNER-PLUMB IVINS, L.C., a Utah limited liability company ("Declarant").

RECITALS

A. On November 19, 2013, Declarant recorded with the Recorder of Washington County, Utah, a Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Entry No. 20130043086 (the "Declaration") and related Plat covering the real property and improvements constituting the first phase of "Palisades at Snow Canyon," in Washington County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Project").

B. Pursuant to Article 12 of the Declaration, Declarant reserved the right to expand the Project without the prior consent of any other Person. Declarant now desires to exercise its right to expand the Project by adding to the Project the Additional Land described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Additional Land").

C. In connection with Declarant's exercise of its expansion rights described above, sixty-seven (67) future Lots will be added to the Project, together with additional private streets and Common Area.

NOW, THEREFORE, Declarant hereby unilaterally exercises its right to expand the Project to include the Additional Land and unilaterally amends the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Exercise of Option to Expand. Declarant hereby exercises its right to expand the Project to include the Additional Land as set forth in Article 12 of the Declaration. The real property described in Exhibit "B" attached hereto is hereby added to and made a part of the

Project. Declarant declares that from and after the recordation of this First Amendment, the Additional Land shall be subject to, and governed by, the provisions of the Declaration and any amendments or supplements thereto. The Additional Land shall be considered as part of the Project in all respects, and future lots into which such additional property is subdivided shall constitute Lots under the Declaration.

3. Title to Common Area. The infrastructure on the Additional Land required by the City of Ivins, including, without limitation, any roadways, curb, gutter, water, and utilities ("Additional Infrastructure"), will be constructed, at its sole cost and expense, by the Kingsbury Development, LLC, the initial owner of the Additional Land ("Additional Land Developer"), not the Declarant. Upon completion of the Additional Infrastructure and upon approval of said infrastructure by the City of Ivins, and as soon as the land upon which the Additional Infrastructure is located ("Additional Common Area") can be conveyed, the Additional Land Developer shall convey the Additional Land to the Association, in accord with Article 3 of the Declaration, and that Additional Land shall become the Common Area of the Association. It is intended that the Additional Common Area shall not contain any portion of the lots that are created and approved of by the City of Ivins. It is further intended that Additional Land Developer will construct and install, at its sole cost and expense, any ditch or piping at the northern border of the Project required for diversion, drainage and/or collection of water as well any portion of that system that would be identified as a drainage easement (the "Drainage Improvements"). Upon completion, such Drainage Improvements shall be conveyed to the Association or to the City of Ivins, as appropriate. In the event the Drainage Improvements are conveyed to the Association, such Drainage Improvements will be maintained by the Association as part of the Additional Common Area. It is understood that the Additional Land Developer may phase infrastructure and that conveyance of Additional Common Area hereunder can be done on a phase-by-phase basis.

4. Contractor Restrictions. With respect only to the Additional Land, Sections 8.7.1, 8.7.2 and 8.7.3 of the Declaration are deemed null and void, and are hereby repealed and are replaced as follows:

(a) General contractors for the initial Home constructed on each Lot in the Additional Land must apply to the Architectural Control Committee for approval to be an Approved Homebuilder. Approval of general contractors who have applied to become Approved Homebuilders shall not be unreasonably withheld by the Architectural Control Committee. The form of the application shall be reasonably determined by the Architectural Control Committee. The approved general contractors must execute a builder's agreement in the form reasonably promulgated by the Architectural Control Committee, which agreement shall include a release of all claims against Declarant, the Association, or the Architectural Control Committee in connection with this Section and an obligation on the part of any general contractor applying for approval to indemnify, hold harmless and defend the Declarant, the Architectural Control Committee and the Association from all claims and liens arising by, through or under it in connection with the construction of the Home. Norton Development Company shall be an Approved Homebuilder.

(b) The covenant and restriction set forth in this Section shall run with the land and be binding on each successor Owner of each Lot. Declarant may enforce by specific performance.

(c) The Additional Land Developer shall be entitled to designate one individual to serve on the Architectural Control Committee and shall be entitled to designate one individual to serve as a Trustee of the Association per Section 10.2 of the Declaration.

5. Amendment. With respect only to the Additional Land, Section 12.2 of the Declaration is deemed null and void, and is hereby repealed and replaced as follows:

(a) Until the end of the Development Phase, the covenants and restrictions contained in the Declaration may be modified by Declarant only to the extent that such modification(s) does not have any material or adverse impact on: (i) the Additional Land Developer's ability to develop the Additional Land; (ii) the ability of any Lot Owner to improve the Lot Owner's Lot; (iii) any Lot Owner's enjoyment of his Lot and/or improvements thereon, and such modifications; (iv) shall not provide a benefit to any Owner of a Lot or Lots (or other developer of homes) not located in the Additional land which benefit would not apply to the Owners of Lots in the Additional Land; and (v) shall not revise the Architectural Guidelines. It is intended that such modifications shall be ministerial and administrative only in nature, and shall not decrease the value of the Lots within the Additional Land or improvements thereon. Any other modification shall require the written consent of either the Additional Land Developer or seventy five percent (75%) of the Owners owning Lots in the Additional Land, once the Additional Land Developer no longer owns any Lots in the Additional Land.

6. Reservation of Declarant Rights. Pursuant to the Declaration, all Declarant rights concerning the Project reserved to the Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Additional Land hereby added to the Project. The exercise of Declarant rights concerning such Additional Land shall be governed by the same terms, provisions and limitations set forth in the Declaration regarding the exercise of Declarant rights.

7. Declaration Remains in Effect. The First Amendment shall be considered supplemental to the Declaration and the Plat. Except as expressly amended by the foregoing, the Declaration and the Plat shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated or amended by the recording of this First Amendment or a supplemental plat for the Additional Property.

8. Authority. Declarant hereby certifies that Declarant may execute this Declaration without the consent or signature of any other Person pursuant to Article 12 of the Declaration.

IN WITNESS WHEREOF, this First Amendment is hereby executed this 21st day of January, 2014.

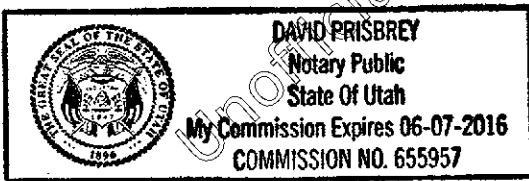
GARDNER-PLUMB IVINS, L.C., a Utah limited liability company
by; Plumb Holdings, L.L.C., a Utah limited liability company, Manager

By Walter J. Plumb
Walter J. Plumb, Manager

STATE OF Utah)
COUNTY OF Washington) :ss.

On this 21 day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Walter J. Plumb, the Manager of Plumb Holdings, L.L.C., Manager of Gardner-Plumb Ivins, L.C., a Utah limited liability company.

Witness my hand and official seal affixed the day and year first above written.



David Prsbrey
David Prsbrey

EXHIBIT "A"

Legal Description of Initial Project

("THE PALISADES AT SNOW CANYON - PHASE 1")

Beginning at a point N 1°18'27" E 1068.18 feet from the Southeast Corner of Section 32, Township 41 South Range 16 West, Salt Lake Base and Meridian and running thence N 88°45'19" W 522.92 feet; thence N 1°14'41" E 65.86 feet; thence N 88°45'19" W 122.37 feet; thence N 82°12'49" W 43.13 feet; thence N 83°49'26" W 195.87 feet; thence N 72°48'56" W 195.50 feet; thence N 88°44'23" W 184.00 feet to a point on the East boundary line of Palisades Phase 1 according to the official plat thereof, record's of Washington County, thence continuing along said boundary the following ten (10) courses, N 1°15'37" E 27.65 feet; thence N 88°44'23" W 8.00 feet; thence N 1°15'37" E 45.40 feet; thence N 89°14'39" W 122.57 feet to a point on a 30.00 foot radius non tangent curve to the right, said point also being on the easterly right of way of Park Avenue having a radius which bears S 46°58'19" E; thence northeasterly 1.72 feet along the arc of said curve through a central angle of 3°16'55" to a point of a 55.00 foot radius curve to the left, thence northwesterly 95.40 feet along the arc of said curve through a central angle of 99°22'56"; thence N 84°34'08" E 57.51 feet; thence N 1°15'37" E 59.52 feet; thence N 88°44'23" W 4.00 feet; thence N 1°15'37" E 79.75 feet; thence S 88°44'23" E 537.64 feet; thence N 1°14'41" E 91.08 feet; thence S 79°54'56" E 148.73 feet; thence S 60°49'22" E 43.00 feet; thence S 29°10'38" W 6.03 feet to a point of a 228.50 foot radius curve to the left; thence southwesterly 21.09 feet along the arc of said curve through a central angle of 5°17'14"; thence S 88°47'50" E 140.00 feet; thence S 08°44'52" W 101.91 feet; thence S 79°40'50" E 308.86 feet; thence S 88°45'19" E 196.16 feet to a point on the East Section Line of said Section 32; thence S 1°18'26" W, along the Section Line, 318.08 feet to the point of beginning.

EXHIBIT "B"

Legal Description of Additional Land Added to the Project

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 1°18'27" W 1244.64 FEET ALONG THE EAST SECTION LINE TO THE NORTH EAST CORNER OF THE PALISADES AT SNOW CANYON PHASE 1, RECORDED AND ON FILE AT THE WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG THE NORTHERLY BOUNDARY THE FOLLOWING NINE (9) COURSES, 1) N 88°45'19" W 196.16 FEET; 2) THENCE N 79°40'50" W 308.87 FEET; 3) THENCE N 8°44'52" E 101.91 FEET; 4) THENCE N 88°47'50" W 140.00 FEET TO A POINT ON A 228.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S 66°06'36" E; 5) THENCE ALONG THE ARC OF SAID CURVE 27.12 FEET THROUGH A CENTRAL ANGLE OF 6°47'59"; 6) THENCE N 60°49'22" W 43.08 FEET; 7) THENCE N 79°54'56" W 148.73 FEET; 8) THENCE S 1°14'41" W 91.08 FEET; 9) N 88°44'23" W 545.64 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PALISADES PHASE 1, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID BOUNDARY THE FOLLOWING NINETEEN (19) COURSES, 1) THENCE N 1°15'37" E 41.365 FEET; 2) THENCE N 88°44'23" W 4.38 FEET; 3) THENCE N 1°15'37" E 37.84 FEET; 4) THENCE N 88°44'23" W 8.00 FEET; 5) THENCE N 1°15'37" E 83.88 FEET; 6) THENCE N 88°42'25" W 11.875 FEET; 7) THENCE N 1°15'37" E 74.86 FEET; 8) THENCE N 88°44'23" W 8.00 FEET; 9) THENCE N 1°15'37" E 99.79 FEET; 10) THENCE S 88°44'23" E 8.00 FEET; 11) THENCE N 1°15'37" E 60.00 FEET; 12) THENCE N 88°44'23" W 4.00 FEET; 13) THENCE N 1°15'37" E 66.01 FEET; 14) THENCE N 88°44'23" W 27.87 FEET; 15) THENCE N 1°06'49" E 84.465 FEET; 16) THENCE N 88°53'11" W 13.57 FEET; 17) THENCE N 1°08'49" E 63.42 FEET; 18) THENCE N 88°51'11" W 8.00 FEET; 19) THENCE N 1°11'55" E 162.46 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE N 1°11'55" E 344.44 FEET ALONG THE EXTENSION OF THE SAID EASTERLY BOUNDARY TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 32; THENCE S 88°45'24" E 1426.27 FEET TO THE POINT OF BEGINNING